IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA 2119 of 2005 (O&M)

Date of decision: 15.1.2007

M/s Greater Delhi Planner (P) Ltd …Appellant

Versus

Virinder Bhatnagar …Respondent

Present: Mr Kulbhushan Sharma, Advocate for the appellant.
Ms Rupa Pathania, Advocate for the respondent.

S.S. SARON, J.

This appeal has been filed by the plaintiff-appellant M/s Greater Delhi Planner (P) Limited against the judgment and decree dated 29.4.2005 passed by the learned Additional District Judge, Gurgaon whereby its appeal against the judgment and decree dated 29.11.2004 passed by the learned Civil Judge (Jr Divn) Gurgaon has been dismissed. During the pendency of the appeal, the parties have entered into a written compromise. The statement of Shri Sunil Sharma son of Shri Kulbhushan Sharma who is the Director and authorized signatory of the plaintiff-appellant – M/s Greater Delhi Planner (P) Ltd has been recorded in Court today. The statement of Mr Vikram Bhatnagar son of the defendant-respondent Shri Virendra Kumar Bhatnagar has also been recorded. The compromise entered into between the parties has been admitted and tendered in evidence as Ex C1. It has been prayed by both the parties that the suit be disposed of in terms of the said compromise.

I have heard learned counsel for the parties and with their assistance have perused the record. The parties have amicably settled the matter. In terms of the compromise, land measuring 6 Bighas, 8 Biswas and 10 Biswasis as detailed at page 1 of Annexure – A of the Compromise (Ex C1) is to fall to the share of M/s Greater Delhi Planner (P) Limited. This land in terms of the Compromise was the ownership of Shri Virendra Kumar Bhatnagar (defendant). The land measuring 8 Bighas and 6 Biswas, as detailed at page 2 of Annexure – A of the Compromise (Ex C1), which in terms of the Compromise, is the ownership of M/s Greater Delhi Planner (P) Limited is to fall to the share of Virendra Kumar Bhatnagar (defendant-respondent). The aforesaid land of the respective parties, it is stated by the counsel for the parties, includes some land which is other than the suit land. The Court is satisfied that the claim of the parties has been adjusted fully by a lawful agreement which is in writing and is signed by the parties. The statements of the agents of the parties have also been recorded in Court today who have been identified by their respective counsel. Accordingly, the requirements of the provisions of Order 23 Rule 3 of the Code of Civil Procedure have been complied with and are satisfied.

Consequently, with the consent of the parties, the judgments and decrees passed by the Courts below are set aside and the suit of the plaintiff is disposed of in terms of the compromise – Ex C1 entered into between the parties which shall form part of the decree. The revenue authorities shall enter and sanction the mutation in terms of the compromise entered into between the parties after verifying the ownership

of the parties with respect to the lands that have been claimed and exchanged and in accordance with law. The appeal stands disposed of accordingly. A decree sheet be prepared. The parties shall bear their own costs.

15.1.2007. (S.S.SARON)
ASR JUDGE